

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
Ref No. SECI/C&P/MI/00/0012/2022-23/Clarifications-01					Dated: 12/05/2023	
Request for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar Power Projects in India-Rooftop and Ground mounted Systems : Clarifications to the queries on the RfE (RfE No. SECI/C&P/MI/00/0012/2022-23 dated: 30.03.2023)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfE	SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS	24 General Eligibility Criteria: 24.1 The Bidder shall be a Company or a Limited Liability Partnership as defined.		In this Clause, Why Registered Partnership firm not allow?	Please refer to the Definition of LLP as per the RfE
2	RfE	RfE Section 2. Special Conditions Of Contract 3.1.2 Category B: Other Government organizations/ Institutions	Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the SPD in accordance with the prevailing guidelines of the respective State Regulators (SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area		Kindly note that Net Metering process require application and net metering agreement duly signed by Client in the format provided by DISCOM. SPD will support this activity i.e. arrange these formats filled with inputs in time. The delay in submission at client end and time consumed by DISCOM in the process will not be passed on to SPD. The DISCOM process is complex and need strong follow up. The involvement of IEM defined at article 14 of RfE for timely completion shall be ensured by SECI. SECI's or MNRE reference is required to state DISCOMS and state government for streamline.	The clause referred is in line with the Rooftop Solar Programme Phase-II scheme guideline. Therefore ,Clause remains unchanged
3	RfE	Section 2. Special Conditions Of Contract 7 Connectivity with the Grid (in case of Grid connected rooftop system)	7.3 The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD and shall be at the risk and cost of the SPD.		DISCOM net metering connection to be set aside from developer scope or delinked from COD. The job completion and readiness for interconnection shall be considered for solar PV system completeness and delay in access to interconnection with DISCOM system be considered for deemed generation.	The clause referred is in line with the Rooftop Solar Programme Phase-II scheme guideline. Therefore ,Clause remains unchanged
4	RfE	Section 2. Special Conditions Of Contract 8 Commissioning of Projects	Commissioning of the Project shall be carried out by the SPD in line with the procedure stated in the Stage-II bidding process. The Client Organization may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the SECI/Client Organization after successful Project commissioning.		The readiness for interconnection to be considered as job completion with deemed generation. Kindly link the Completion time to handing over the project site by the client for execution. Our experience has been that there have been inordinate delays in site hand over by the off takers due to internal processes and approvals for installations. The treatment by the client shall be cordial for cooperation and support.	The clause referred is in line with the Rooftop Solar Programme Phase-II scheme guideline. Therefore ,Clause remains unchanged
5	RfE	9 Operation & Maintenance (O&M)	9.2 Under Category B: Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions.		The water availability without any charges up to roof should be provided by organization for periodic module cleaning	As per the RfE, the detailed clauses will be defined in the Stage-II bidding process.
6	RfE	Section 3. Standard Conditions Of Contract 13.3 Performance Bank Guarantee (PBG)	The PBGs will be issued in favour of the SECI/Client Organization (as defined in Stage-II bidding process)		We request to amend the clause to issue PBGs in favour of SECI. Contrary to this the Client be asked to provide payment security for the solar energy consumed and timely payment. The Revolving BG for 3 months average consumption be facilitated for the bankability of the project for funding by lenders	As per the RfE, the detailed clauses will be defined in the Stage-II bidding process.
8	RfE	Section 6. Definitions Of Terms 34.24 "Inter-Connection Point/ Delivery/ Metering Point"	"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall be the single point, at a location mutually agreed by the SPD and Client Organization, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project to the Client Organization.		We suggest completion of project and delivery point to be defined as below A. The readiness of complete installation as per approved layout at identified buildings and its formal notification / shutdown request for the interconnection at terminal point i.e. LT panel shall be considered as job completion date and delinked to COD. B. The delay in shut down by the client and its net metering arrangement by the default of client and DISCOM shall not be considered as delay in commissioning.C. The delivery point for measurement of electrical energy produced by the system shall be inter-connection point of the LT panel of individual location/building and the same must be reflected in PPA	The clause referred is in line with the Rooftop Solar Programme Phase-II scheme guideline. Therefore ,Clause remains unchanged
9	Others	Others			1. We request for an instrument to be put for payment security of monthly energy bills in the PPA as per standard practice. (The letter of credit for 3 months' revenue is suggested) 2. The encashment of O&M PBG should be routed through IEM and approved by SECI with financial loss on SPD default to client. 3. The O&M PBG shall be revolving	The detailed clauses relevant to the queries will be addressed during the Stage-II bidding process.

10		NA	NA	Payment terms for both opex and capex mode in Category A & B are not mentioned. If there is clarification on the same that will be helpful		In category A, the payment terms will be dealt as per the scheme guidelines mentioned in the RfE. In category B, the detailed clauses relevant to the queries will be addressed during the Stage-II bidding process.
11	RfE	9.1 viii	Vendors for supply and installation of the RTS shall establish a service center in each district. In case if it is not economically viable for an individual vendor then group of vendors can establish service center in each district. Their contact details will be made available on the website of the DISCOMs	we have to specify city where we have our service network for category A. can we add cities later as and when we add our presence in more cities		The name of cities can be added later based on the award of projects by the State Implementing Agencies under Stage-II bidding process
12	RfE	9.1		For category A: O & M -- in case cleaning of modules be kept in consumers scope that will better, since cost of cleaning will be cheaper for the consumer vis-à-vis us sending personnel twice a month, specially considering sizes of these projects		Under Category A: Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance. The detailed scope of O&M in category A will be as per the Rooftop Solar Programme Phase-II guidelines
13	RfE	31	Under both categories A & B, the empanelment of vendors will be done by SECI for an initial period of 1 year from the date of issuance of LoEs. After the end of 1st year, the empanelment period may be further extended at the discretion of SECI.	period of empanelment should be minimum 2 years	Since we will need to set up / extend our service networks specially for category A. we will request that period of empanelment should be at least 2 years to begin with	Initial empanelment will be for 1 years. However, under category A, the bidders will be empaneled as per the terms and condition defined by the State Implementing agency(SIA) in Stage-II bidding process carried out by the SIA Under Category B, the initial empanelment will be for 1 year and it may be further
14	RfE		25.3 Under Category A: The Bidder should have designed, supplied, installed & commissioned Grid connected Solar PV Power Projects having aggregate capacity not less than 250 kWp which should have been commissioned prior to submission of bids. Vendor must submit scanned copy of the Commissioning certificate and Work order/ Contract/ Agreement/ from the Client/ Owner shall be submitted.	Please allow startups recognized by DIPP under the Renewable Solar Energy sector with relaxation in prior turnover and prior experience.		The clause remains unchanged
			25.4 Under Category B: The Bidder must have experience in design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants of cumulative Capacity not less than 500 kWp in the last 07 (Seven) Financial Years prior to the bid submission deadline of this RfE. The Solar PV Power Plants must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience. AND The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 02 (Two) Grid Connected Solar PV Power Plants of individual minimum capacities of not less than 100 kW in the last 07 (Seven) Financial Years prior to the bid submission deadline of this RfE. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience. The Bidder shall submit applicable contract(s) and Project commissioning certificate(s) for the respective Project(s) and a certificate from the respective client(s) certifying satisfactory operation of the plant(s)			
15	RfE	3.1.1 v	v. The empaneled vendor has to supply and install only indigenously manufactured PV panels (both cells and modules). The domestically manufactured solar modules using domestically manufactured solar cells shall be listed in the ALMM.	To be deleted	As per the OM issued by MNRE dated 10-March-2023 ; Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.	Any exemption provided by MNRE, if applicable, will be part of the tender.

